

-against-  
23 Cr. 118 (AT)  
ORDER  
HO WAN KWOK,

a/k/a " Miles Guo, "  
a/k/a " Miles Kwok, "  
a/k/a " Guo Wengui, "  
a/k/a " Brother Seven, "  
a/k/a " The Principal, "  
KIN MING JE,  
a/k/a " William Je, " and  
YANPING WANG,  
a/k/a " Yvette, "  
Defendants.

Case No. 1:23-CR-118-1 (AT)

## Motion to Revoke the Representation Agreement with Attorney Geyer andusands Himalaya Exchange Clients Agreement is Invalid

Judge Analisa Torres

The movant, my English name, Chunk Chyi, acting as a Pro Se litigant, hereby submits this motion to the esteemed court pursuant to Section 162 of the Restatement (Second) of Contracts and related legal principles, requesting the following:

Revocation of the representation agreement signed between myself and Attorney Geyer;

A declaration that the agreement, through which Attorney Geyer represents thousands of Himalaya Exchange clients to request fund redemption, is invalid.

### Background

Me, Chunk Chyi, I am a client of the Himalaya Exchange (hereinafter referred to as " the Exchange"), with a legitimate HID provided by the Exchange: AV84EIY. On December 23, 2023, under the misrepresentation and deception of the third party I signed an agreement authorizing Attorney Geyer to represent thousands of Exchange clients, including myself, in requesting fund redemption from the court. At the time of signing the agreement, I was influenced by false information provided by the third party or the concealment of critical facts, resulting in my signing not reflecting my true intent.

### Legal Basis

Under Section 162 of the Restatement (Second) of Contracts, a contract entered into due to fraudulent misrepresentation or material misunderstanding may be deemed void or voidable. Specifically:

Section 162(1) states: "If a party is induced to enter into a contract by the fraudulent misrepresentation of the other party, and such misrepresentation has a material effect on that party, the contract is voidable."

Section 162(2) further provides: "If the fraudulent misrepresentation pertains to a fact, and that fact materially influences the defrauded party ' s decision to enter the contract, the defrauded party has the right to request revocation of the contract."

## In this case:

**Fraudulent Misrepresentation:** Prior to signing the agreement, the third party provided me with false information or concealed key facts, inducing me to sign the Redemption Agreement. The third party claimed that signing the agreement was to verify my status as a legitimate client of the Himalaya Exchange and that it was intended to initiate a class action lawsuit.

**Material Influence:** The aforementioned misrepresentations or concealments had a substantial impact on my decision, preventing me from signing the agreement based on full knowledge and voluntary intent.

**Lack of Voluntariness:** Due to fraud or misrepresentation, my act of signing the agreement does not meet the fundamental requirements for contract formation, namely voluntary and genuine consent.

## Request for Relief

Based on the above facts and legal grounds, I respectfully request the court to:  
Rule that the representation agreement signed between myself and Attorney Geyer is invalid due to fraud or misrepresentation, allowing me to participate in this case independently as a pro se litigant;

Declare the agreement, through which Attorney Geyer represents thousands of Himalaya Exchange clients (including myself) to request fund redemption, invalid, on the grounds that it was entered into due to fraudulent misrepresentation or material misunderstanding, in violation of Section 162 of the Restatement (Second) of Contracts;

Grant any other relief deemed appropriate by me to protect my lawful rights and interests.

## Statement

I declare that the facts stated in this motion are true and accurate, and I am willing to submit to the court ' s inquiries to further substantiate the relevant facts. I voluntarily waive Attorney Geyer ' s representation and choose to exercise my litigation rights as a pro se litigant.  
Respectfully submitted for approval.

Chunk Chyi



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86-10-67526666  
March 18,2025

Honorable Judge Torres, I apologize again for the doubts about whether the judge is biased in Document 507, and thank the judge again for approving my intervention in the case.

The above motion is the third motion I sent to the court before Document 505 . The contents of those three motions are similar, all requesting the cancellation or invalidation of the agency agreement for thousands of customers of Himalaya Exchange.

I once again request the court's special permission not to dismiss my motion because of the English grammatical errors or legal clauses in my software translation. Because I am the most vulnerable party involved in this criminal case! I almost have not made any changes to the above motion, only change several words, and I once again filed a motion to the court to invalidate the agency agreement for thousands of customers of Himalaya Exchange by Attorney Geyer!

And I once again suggested to the Chinese government not to arrest me for my involvement in this criminal case. My involvement in this criminal case is completely based on a neutral attitude! If the Chinese government arrests me, everyone will think it is political persecution by the Chinese Communist Party! In this matter of my involvement in the case, if the Chinese government remains silent and does not arrest or interfere with me, it will definitely show the positive image of the Chinese government to the world. I also clearly stated in this motion that about three months later, if the Chinese government does not arrest and interfere with my participation in this criminal case, I may publish my real Chinese name and address and other information. This is a window for the Chinese government to show its good image to the world.

My real information will be found out soon. Even if I don't use a Chinese name and a clear work address and phone number, I can't have any secrets or privacy. The moment I got involved in this criminal case, I was destined to have such an outcome. Therefore, I clearly informed those who are interested in my real identity information that after a period of time, if the Chinese government does not arrest and interfere with my involvement in this criminal case, I will take the initiative to disclose all the real information of my identity in Chinese.

In the past, I was summoned by the Beijing police station to take a statement, and was also investigated by the rural leaders in my hometown for my involvement in the financial transactions of Guo Wengui's series of entities. However, the Chinese government did not detain or arrest me, but only warned me and asked me to write a letter of guarantee not to watch or participate in Guo Wengui's things. Now, I regard what the Chinese government did to me as just a warning, because this happened before Guo Wengui's criminal case was opened. After Guo Wengui's criminal case was opened, the Chinese government did not summon me. In the face of this criminal case, I will definitely be 100% completely neutral and not biased towards any party! If I have always maintained a neutral attitude in this criminal case and have not been arrested or interfered by the Chinese government, I will definitely testify to the world the attitude of the Chinese government towards me truthfully. Regarding my attitude towards the Chinese government or the Chinese Communist Party, I hope to hear what suggestions the defendant Mr. Guo Wengui has for me, and Mr. Guo Wengui can reply to me in court documents or through lawyers.

Regarding the above motion, I will provide further explanation and supplement in the following court documents.

Chunk Chyi



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March 23 , 2025